

Sunrise Electric Bicycles 5/3-year Warranty

Please contact Sunrise Electric Bicycles for warranty claims.

Warranty Requirements:

1. Proof of purchase
2. 100-mile tune up by an authorized Sunrise bicycle dealer
3. Annual service by an authorized bicycle shop

This warranty extends from the date of purchase, is offered only to the original retail purchaser, and is not transferable.

Sunrise Electric Bicycles, LLC. provides each original retail purchaser of a new Sunrise Electric Bicycle a limited warranty against defects in materials and workmanship as follows:

Parts & Components

Original Sunrise-Ebike parts & components are covered by a three-year limited warranty.

This Limited Warranty does not cover:

1. Ordinary wear and tear not the result of defects in workmanship or materials. Wear and tear can be assessed by an authorized Sunrise-Ebike dealer. Parts not typically covered include but are not limited to:
 - Brake Pads
 - Rotors
 - Spokes
 - Tires/Tubes
 - Chains
 - Chain Rings
 - Cassettes
 - Parts compromised due to corrosion due to the elements (moisture, heat, etc).
 - Damage or deterioration of the surface finish, appearance, or aesthetics of the product.
2. Labor charges for part replacement or changeover
3. Defects or damage resulting from accident, abuse, misuse, abnormal use (including but not limited to stunt riding, racing or other similar activities not consistent with the intended use of the Products), improper storage, abnormal exposure to liquid, chemicals, moisture, abrasives, sand or dirt, neglect, or abnormal physical, electrical, or electromechanical stress
4. Scratches, dents and cosmetic damage not caused by Sunrise-Ebike.
5. Product that has the serial number or the bar code removed, defaced, damaged, altered or made illegible
6. Defects or damage to the Products caused by the use of accessories, products, or ancillary/peripheral equipment not furnished or approved by Sunrise-Ebike with the Products.
7. Defects or damage caused by improper assembly, testing, operation, maintenance, installation, service, repair, or adjustment in a manner that varies from Assembly Instructions & Owner's Manual
8. Defects or damage resulting from external causes, such as collision, fire, flooding, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse or improper use of any electrical source
9. Products used or purchased outside the United States.

Sunrise-Ebike batteries are covered by a 5-year prorated warranty.

- During the first 3 years of service – A defective battery will be repaired or replaced at no cost to the customer. The warranty period for a repaired or replaced battery remains unchanged based on original purchase date.
- After the first 3 years of service – A prorated credit, based on months of service, will be applied toward the purchase of a new battery. Batteries purchased at pro-rated cost will have a new 5-year limited warranty based on the pro-rated purchase date.
- No cash reimbursement will be made.

The credit is calculated as follows (months from original purchase date):

0-36 months	Free repair or replacement
37-42 months	35% off replacement
43-48 months	25% off replacement
49-60 months	15% off replacement

Batteries can be assessed and found defective only directly by Sunrise Electric Bicycles directly.

This Limited Warranty does not cover:

1. Defects or damage resulting from accident, abuse, misuse, abnormal use (including but not limited to stunt riding, racing or other similar activities not consistent with the intended use of the Products), improper storage, abnormal exposure to liquid, chemicals, moisture, abrasives, sand or dirt, neglect, or abnormal physical, electrical, or electromechanical stress
2. Scratches, dents, and cosmetic damage, unless caused by Sunrise – Ebikes.
3. Product that has the serial number or the bar code removed, defaced, damaged, altered or made illegible
4. Ordinary wear and tear
5. Defects or damage to the Products caused by the use of accessories, products, or ancillary/peripheral equipment not furnished or approved by Sunrise – Ebikes with the Products.
6. Defects or damage caused by assembly, testing, operation, maintenance, installation, service, repair, or adjustment in a manner that varies from Assembly Instructions & Owner’s Manual
7. Defects or damage resulting from external causes such as collision, fire, flooding, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse or improper use of any electrical source
8. Products used or purchased outside the United States.
9. In addition, with respect to the Battery, this Limited Warranty does not cover defects or damage:
 - Caused by charging by a battery charger not intended or appropriate for use with the Battery or the improper use of a battery charger.
 - Where any of the seals on the Battery are broken or show evidence of tampering.
 - Where the Battery has been used in equipment other than the Bike for which it is specified

Sunrise offers a 3-year warranty for the motor.

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This Warranty does not cover:

1. Defects or damage resulting from accident, abuse, misuse, abnormal use (including but not limited to stunt riding, racing or other similar activities not consistent with the intended use of the Products), improper storage, abnormal exposure to liquid, chemicals, moisture, abrasives, sand or dirt, neglect, or abnormal physical, electrical, or electromechanical stress
2. Scratches, dents, and cosmetic damage, unless caused by Sunrise – Ebikes.
3. Product that has the serial number or the bar code removed, defaced, damaged, altered or made illegible
4. Defects or damage to the Products caused by the use of accessories, products, or ancillary/peripheral equipment not furnished or approved by Sunrise – Ebikes with the Products.
5. Defects or damage caused by assembly, testing, operation, maintenance, installation, service, repair, or adjustment in a manner that varies from Assembly Instructions & Owner’s Manual
6. Defects or damage resulting from external causes such as collision, fire, flooding, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse or improper use of any electrical source.
7. Products used or purchased outside the United States.
8. Labor charges for part replacement or changeover.

0-36 months	Free repair or replacement
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Frame

Frame issues that are excluded from this warranty include but are not limited to:

1. Corrosion
2. Paint fade, scratches, impact marks
3. Impact damage
4. Nonreversible modification (drilling/welding)
5. Chain guard mount to the frame if applicable

What are the limits on Sunrise – Ebikes liability?

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF *Sunrise – Ebikes* RESPONSIBILITIES AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT WILL *Sunrise – Ebikes* BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT, EVEN IF *Sunrise – Ebikes* HAD REASON TO BELIEVE SUCH DAMAGES WERE POSSIBLE. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

Sunrise – Ebikes MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY EQUIPMENT OR SOFTWARE USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH EQUIPMENT WITH THE PRODUCT. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY EQUIPMENT AND SOFTWARE RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY EQUIPMENT AND SOFTWARE.

Nothing in the Assembly Instructions & Owners Manual or Product information, instructions or advertisements is intended to create or be construed as an express warranty of any kind with respect to any Product. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of *Sunrise – Ebikes* regarding the Products or this Limited Warranty.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

What is the procedure for resolving disputes?

ALL DISPUTES WITH *Sunrise – Ebikes* ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, VALUE, CONDITION OR PERFORMANCE OF THE PRODUCTS MUST BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY, WITH THE SOLE EXCEPTION THAT NOTHING IN THIS PROVISION WILL PROHIBIT ANY SUCH DISPUTE FROM BEING RESOLVED AS AN INDIVIDUAL CLAIM IN A SMALL CLAIMS COURT. Any such dispute, whether arbitrated or brought in small claims court, will not be combined or consolidated with a dispute involving any other person's or entity's product or claim, and specifically, without limitation of the foregoing, must not under any circumstances proceed as part of a class action or collective action. It is the express intent of the parties that any and all disputes will be resolved on an individual basis only, and that the arbitrator will not have the power to award class or collective relief or to determine or order that the dispute should proceed as a class or collective action, whether in arbitration or in any other forum or venue. The arbitration will be conducted before a single arbitrator, whose award must not exceed, in form or amount, the relief allowed by the applicable law. The arbitration will be conducted according to the American Arbitration Association ("AAA") rules and procedures applicable to consumer disputes (which currently may be found at www.adr.org) or, if AAA consumer dispute rules and procedures cannot, for whatever reason, be applied, then according to JAMS consumer arbitration rules and procedures or other arbitration rules and procedures appropriate for use in consumer disputes. This arbitration provision is entered pursuant to the Federal Arbitration Act, and the substantive laws of the State of Idaho, without reference to its choice of laws principles, will otherwise govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator will decide all issues of interpretation and application of this arbitration provision and the Limited Warranty. Judgment may be entered on the arbitrator's final award in any court of competent jurisdiction.

This arbitration provision also applies to claims against *Sunrise – Ebikes* employees, representatives, and affiliates if any such claim arises from a Product's sale, value, condition or performance.

The original retail purchaser may opt out of this dispute resolution procedure by, no later than thirty (30) calendar days from the date of the original retail purchaser's purchase of the Product, (1) sending notice by e-mail to sales@sunrise-ebikes.com, with the subject line: "Arbitration Opt Out." The opt-out email must include (a) the original retail purchaser's name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; and (d) the Product serial number (the Product serial number can be found (i) on the Product box; (ii) for Bikes, on the Bike stamped into the bottom of the frame below the bottom bracket; (iii) for Batteries, on a label on the Battery imprinted below a barcode on a metallic sticker; and/or (iv) for Batteries, engraved onto the metal Battery case); or (2) calling 208-948-1144 and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way.

Severability.

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.